



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

Filed: January 4, 2002

For: REAL-TIME PRESCRIPTION TRANSACTION  
WITH ADJUDICATION ACROSS A NETWORK

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Assistant Commissioner for Patents  
 Washington, D.C. 20231

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PETITION UNDER 37 CFR 1.47(b)

Sir:

Pursuant to 37 C.F.R. 1.47(b), Agent for the Rightful Assignee, Intel Corporation, hereby requests that the above-identified patent application be allowed to continue on behalf of and as agent for sole refusing inventor, Rohan Coelho. Facts in support of this petition are set forth below, and pertinent information is attached thereto.

(1) Rohan Coelho is the sole inventor in the above-identified patent application. As supported below, Rohan Coelho has refused to execute the subject application for patent. As such, Rohan Coelho is therefore the non-signing inventor.

(2) Attached hereto is a combined Declaration and Power of Attorney with an additional page signed by the Agent for the Rightful Assignee, Intel Corporation, on behalf of non-signing inventor, Rohan Coelho.

(3) Also attached hereto is the Declaration of James H. Salter, the prosecuting attorney of record, along with proof of pertinent facts regarding the refusal of non-signing inventor Rohan Coelho to join in the above-identified patent application. As pointed out in the Declaration of James H. Salter, the last known address for Rohan Coelho is:

14949 NW West Union Road

Portland, OR 97229

(4) Also attached hereto is the Declaration of Steven P. Skabrat providing proof of pertinent facts concerning the refusal of sole inventor Rohan Coelho to join in the patent application, facts supporting Mr. Skabrat's standing to act as Agent for the Rightful Assignee in the above-referenced patent application, and execute the Addendum to the Declaration and Assignment for filing in the U.S. Patent and Trademark Office.

(5) Also attached is a Petition for Extension of Time (2 months) under 37 CFR 1.136(a) and the required \$400.00 extension fee.

(6) Also attached is the \$130.00 petition fee pursuant to 37 CFR 1.17(h) for the Petition Under 37 CFR 1.47(b).

(7) The invention was developed in conjunction with and under the authorization of Intel Corporation by the inventor Ronald Coelho, formerly an employee of Intel Corporation.

(8) Upon information and belief, Intel is the rightful claimant to clear title to the invention and to the above-identified patent application and any patent which issues thereon.

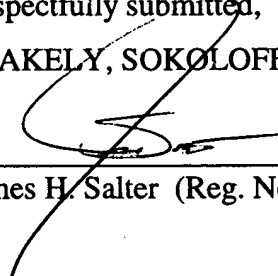
(9) By way of signing an Intel Employee Agreement, Rohan Coelho agreed that "...I will promptly discuss and assign to Intel, my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at Intel..." (Intel Corporation Employee Agreement, page 1, section 2, attached as Exhibit A). Because Mr. Coelho signed the

Employee Agreement and received valuable consideration from Intel, Rohan Coelho has the duty to execute the patent application and to assign the rights to the invention to Intel Corporation.

In view of Rohan Coelho's refusal to execute the papers required for filing the present patent application, the Agent for Rightful Assignee, Intel Corporation, has hereby executed an Addendum to the Inventor Declaration on behalf of and as Agent for sole inventor, Rohan Coelho. An Addendum to the combined Declaration and Power of Attorney has been executed by Steven P. Skabrat, the Agent for the Rightful Assignee, Intel Corporation, on behalf of and as Agent for Rohan Coelho. Included herewith are various supporting documents providing sufficient proof of pertinent facts supporting the 37 CFR 1.47(b) request. It is necessary that this request be granted to preserve the rights of the parties and to prevent irreparable damage. The necessary fees and disclosure of the last known address of inventor, Rohan Coelho, is also provided herewith. Agent for the Rightful Assignee requests that he be allowed to proceed with the subject patent application on behalf of the non-signing inventor, Rohan Coelho.

Respectfully submitted,  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated: 6/5/, 2002

  
James H. Salter (Reg. No. 35,668)

12400 Wilshire Boulevard  
Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8300

**FIRST CLASS CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on June 5, 2002

Barbara Skliba

Name of Person Mailing Correspondence

Barbara Skliba

Signature

6/5/02

Date

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

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For: REAL-TIME PRESCRIPTION TRANSACTION  
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Washington, D.C. 20231**RECEIVED**

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**DECLARATION OF JAMES H. SALTER**

Dear Sir:

I, James H. Salter, having personal knowledge of the facts set forth herein, hereby declare as follows:

1. I am an Attorney of Record and a member of the law firm of record, Blakely, Sokoloff, Taylor & Zafman LLP, for the above-identified patent application entitled "REAL-TIME PRESCRIPTION TRANSACTION WITH ADJUDICATION ACROSS A NETWORK".
2. The above-identified patent application names the sole inventor as: Rohan Coelho.
3. The above-identified patent application was filed with an un-signed Inventor Declaration and Power of Attorney form at the U.S. Patent Office on January 4, 2002.
4. On February 12, 2002, I received a "Notice to File Missing Parts of Nonprovisional Application (Filing Date Granted) with a mailing date of February 5, 2002.
5. Prior to the filing of the above-referenced patent application and in order to timely respond to the February 5, 2002 Notice to File Missing Parts, a number of attempts and diligent efforts have been made to obtain inventor Rohan Coelho's signature on the

Inventor Declaration and Power of Attorney form for the above-referenced patent application, specifically:

- 1) On September 7, 2001, prior to the filing of the patent application, an associate at Blakely, Sokoloff, Taylor & Zafman LLP, Lisa Benado, forwarded a final draft with an Inventor Declaration and Power of Attorney form and an Assignment at the following address:

Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

By cover letter, Ms. Benado asked Rohan Coelho to sign the forms, and to return the forms to her in a stamped self-addressed envelope she had enclosed. Ms. Benado stated that we were going to file the patent application on September 28, 2001. We did not receive a response from Mr. Coelho and the forms were never returned to her. (Supporting document included as Exhibit B)

- 2) On November 6, 2001, I directed my administrative assistant, Barbara Skliba, to again mail the final patent application draft to Rohan Coelho. I asked Mr. Coelho to provide comments or changes. I did not receive a response. (Supporting document included as Exhibit C)
- 3) After consulting with our client, Intel Corporation, Intel attorney Steven P. Skabrat forwarded to me on December 18, 2001 a copy of Rohan Coelho's Employment Agreement. I determined that based on this Employment Agreement, Mr. Coelho is under an obligation to assign the above-referenced patent application to rightful Assignee, Intel Corporation. (Supporting document included as Exhibit D)

- 4) On February 21, 2002, I directed my administrative assistant, Barbara Skliba, to mail to inventor Rohan Coelho an Inventor Declaration and Power of Attorney form and an Assignment at the following address:

Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

By cover letter, I asked Rohan Coelho to sign the forms, and to return the forms to me in a pre-paid Federal Express envelope I had enclosed. A copy of the filed patent application was enclosed. The forms were never returned to me.

(Supporting document included as Exhibit E)

- 5) On March 27, 2002, I directed my administrative assistant, Barbara Skliba, to send by mail a reminder to inventor Rohan Coelho regarding the Inventor Declaration and Power of Attorney form and the Assignment at the following address:

Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

A copy of the February 21, 2002 cover letter was stamped "reminder". I did not receive a response. (Supporting document included as Exhibit F)

- 6) Rohan Coelho's last known address is:

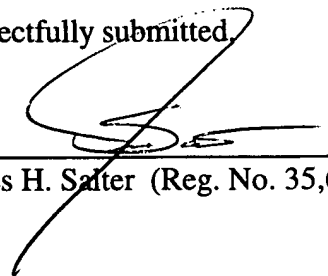
14949 NW West Union Road  
Portland, OR 97229

- 7) I believe I have made diligent efforts to reach the sole inventor in the subject patent application who has refused to join in the application for patent. I further believe there is sufficient factual and legal support to continue prosecution of the subject patent application using Steven P. Skabrat as agent on behalf of the sole uncooperative inventor, Rohan Coelho.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with knowledge that willful, false statements and the like may jeopardize the validity of the application, or any patent resulting therefrom.

Respectfully submitted,

Date: 6/5/, 2002

  
\_\_\_\_\_  
James H. Salter (Reg. No. 35,668)

12400 Wilshire Boulevard  
Seventh Floor  
Los Angeles, CA 90025-1026  
(408) 720-8300

**CERTIFICATE OF FIRST CLASS MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on June 5, 2002.

Barbara Skliba

Name of Person Mailing Correspondence

Barbara Skliba

Signature of Person Mailing Correspondence

6/5/02

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

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Washington, D.C. 20231

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DECLARATION OF STEVEN P. SKABRAT

Dear Sir:

I, Steven P. Skabrat, having personal knowledge of the facts set forth herein, hereby declare as follows:

1. I am an Attorney of Record for the above-identified patent application entitled "Real-Time Prescription Transaction with Adjudication Across a Network", an employee of Intel Corporation, and a member of the Intel Legal Team.
2. The above-identified patent application names the inventor as: Rohan Coelho.
3. Rohan Coelho was employed by Intel Corporation on February 16, 1989 .

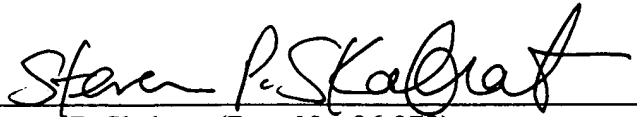
4. On February 16, 1989, Rohan Coelho signed an Employee Agreement (copy attached hereto as Exhibit A) that states, "...I will promptly discuss and assign to Intel, my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at Intel..." (Intel Corporation Employee Agreement, page 1, section 2)
5. In the normal course of his employment at Intel, Rohan Coelho developed the invention, which is the subject of the present patent application. Mr. Coelho documented the invention in an invention disclosure document dated April 2, 2001. Mr. Coelho submitted the invention disclosure to the Intel Legal Team on April 9, 2001. The Intel Invention Disclosure was then forwarded by Intel Legal Team member Michael Crick to Blakely, Sokoloff, Taylor & Zafman LLP for preparation of a patent application on May 2, 2001, and a file was opened under attorney docket matter number P11779 entitled "Business Method to Enable a Physician to Adjudicate a Prescription at the Point of Care".
6. Rohan Coelho worked cooperatively with an associate at Blakely, Sokoloff, Taylor & Zafman LLP, Lisa Benado, under the supervision of Jim Salter, also an Attorney of Record in this patent application. A final draft entitled "Real-Time Prescription Transaction with Adjudication Across a Network", an Inventor Declaration and Power of Attorney form, and an Assignment were forwarded to Mr. Coelho on September 7, 2001.
7. Rohan Coelho's employment at Intel Corporation terminated on August 16, 2001.

8. Rohan Coelho has since refused to respond to repeated attempts to obtain a signed Inventor Declaration and Assignment.
9. I believe that Rohan Coelho is under an obligation to assign the subject invention to the rightful assignee, Intel Corporation, and has agreed in writing to assign the subject invention to Intel Corporation. I further believe that the rightful assignee, Intel Corporation, has shown sufficient proprietary interest in the matter justifying continued prosecution of this patent application. As an employee of Intel Corporation, I believe I have sufficient legal basis to act on behalf of and as agent for sole uncooperative inventor, Rohan Coelho. This action is necessary to preserve the rights of the parties and to prevent irreparable damage.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with knowledge that willful, false statements and the like may jeopardize the validity of the application, or any patent resulting therefrom.

Respectfully submitted,

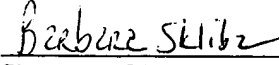
Date: 6/4, 2002

  
Steven P. Skabrat (Reg. No. 36,279)

**CERTIFICATE OF FIRST CLASS MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on 6/5/02.

Barbara Skliba  
Name of Person Mailing Correspondence

  
Signature of Person Mailing Correspondence



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# EXHIBIT A

EMPLOYEE AGREEMENT  
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In exchange for being employed by INTEL, its subsidiaries, affiliates, or successors (hereinafter "INTEL"), I agree that while working for INTEL:

1. I will perform my assigned duties, will comply with all INTEL instructions and regulations, will devote my best efforts to INTEL's interests and will not, without INTEL's prior written consent, engage in any other job or activity detrimental to INTEL's interests.
2. Without additional compensation to that paid for my usual work, I will promptly discuss and assign to INTEL my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at INTEL (whether or not during normal working hours) or that which is aided by the use of INTEL equipment, supplies, facilities or trade secret information. I understand that I am not conveying rights in inventions I made prior to working for INTEL which are identified in an attached sheet (which contains no confidential information) and that I am not required to assign any invention where no INTEL equipment, supplies, facilities, or trade secret information was used and which was developed entirely on my own time and (a) which does not relate (1) to INTEL's business or (2) to INTEL's actual or demonstrably anticipated research or development or (b) which does not result from my INTEL work.
3. I will, during and after my INTEL employment, do whatever is requested by INTEL at its expense to sign documents or otherwise assist in obtaining and enforcing INTEL's rights throughout the world in the assigned items.
4. I will hold in confidence and not use or disclose without INTEL's written authorization any information (technical or otherwise) I obtain or create during the period of my employment which pertains to any aspect of INTEL's business and is either unknown to actual or potential competitors of INTEL or is proprietary information of INTEL, its customers or suppliers until such information becomes generally known or until three (3) years from the date of my termination, whichever is earlier. I agree not to make unauthorized copies of such information and to return to INTEL upon my termination or upon INTEL's require all tangible forms of such information including drawings, computerized data or programs, specifications, documents, devices, models or any other material.
5. I represent that I have not brought and will not bring or use in the performance of my duties at INTEL any proprietary or confidential information (whether or not in writing) of a former employer without that employer's written authorization.
6. This agreement (a) survives my employment by INTEL, (b) does not in any way restrict my right or the right of INTEL to terminate my employment, (c) inures to the benefit of successors and assigns of INTEL, and (d) is binding upon my heirs and legal representatives.
7. I certify that to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified below:
8. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

INTEL

By

*F. Thomas Dunlap Jr.*

F. THOMAS DUNLAP JR.

Vice President,

General Counsel and Secretary

EMPLOYEE

By

Dated

*Rohan G.F. Coelho*

02-16-89

ROHAN G.F. COELHO

(Please Print Name)



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# EXHIBIT B

# BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP INCLUDING LAW CORPORATIONS

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FACSIMILE (206) 292-8606

BSTZ\_MAIL@BSTZ.COM

WWW.BSTZ.COM

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DENVER / ENGLEWOOD, CO

EK381115485US

September 7, 2001

Mr. Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

*Via Express Mail*  
*Attorney-Client Privileged*

**Re:** Intel Corporation  
U.S. Patent Application for  
REAL-TIME RESCRIPTION TRANSACTION WITH ADJUDICATION  
ACROSS A NETWORK  
Our Reference No.: 042390.P11779

Dear Mr. Coelho:

Enclosed for your review is a draft of the above-referenced patent application, including the drawings and the Customer Feedback Questionnaire. Please review the enclosed application and mark your changes, corrections or additions in red on the draft. Please do not hesitate in making any changes. Once you have made any necessary changes, corrections or additions, please return the application and drawings to our office.

In addition, enclosed is a Declaration and Power of Attorney and Assignment for your signature and return. For your convenience, I have enclosed a self-addressed stamped envelope for you to return the Application, the executed Declaration and Power of Attorney and executed Assignment.

Please take note that we going to file the Application with figures, Declaration and Power of Attorney and Assignment on ***Friday, September 28, 2001***. ***Therefore, please respond with comments and/or questions as soon as possible. Again, your immediate attention to this matter is greatly appreciated.***

After you make your changes in the application draft, please complete the enclosed Customer Feedback Questionnaire and mail it directly to Janice Boulden at JF3-147.

Please keep in mind that you have a continuing duty to disclose to the Patent and Trademark Office information you are aware of that is material to patentability. For example, if

# BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP  
INCLUDING LAW CORPORATIONS

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---

Mr. Coelho  
September 7, 2001  
Page 2

· you are aware of any articles bearing on your invention, please bring them to our attention.

It is our understanding that the invention has not been patented or described in a printed publication in this or a foreign country, or in public use or on sale in this country, more than one year prior to the date that we intend to file this application. Please let us know as soon as possible if you believe otherwise.

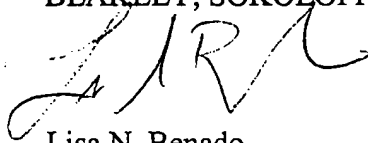
In reviewing the application, keep in mind that you must disclose your preferred way of carrying out the invention. For instance, if there are special materials or configurations that you prefer, they must be set forth in the application.

Please note that this patent application is confidential.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN



Lisa N. Benado

Enclosures:

Draft of Application and the figures (1 copy)  
Customer Feedback Questionnaire  
Declaration and Power of Attorney  
Assignment  
Self-addressed stamped envelope

LNB:paj

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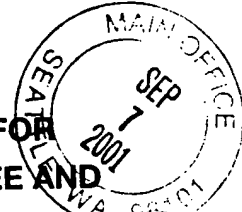


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Weight lbs. ozs. 12	Int'l Alpha Country Code	COD Fee Insurance Fee
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Suite 3000  
601 Union Street  
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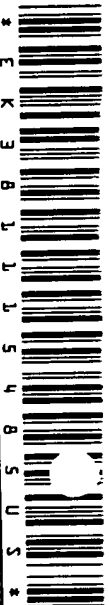
Mr. Rohan Coelho  
16949 NW West Union Road  
Portland, OR 97229

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# BLAKELY SOKOLOFF TAYLOR & ZAFMAN

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FACSIMILE (408) 720-8383

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WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW

SILICON VALLEY OFFICES  
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1279 OAKMEAD PARKWAY  
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PORTLAND/LAKE OSWEGO, OR  
SEATTLE, WA  
DENVER, CO

November 6, 2001

Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

**CONFIDENTIAL COMMUNICATION**  
**ATTORNEY/CLIENT PRIVILEGED**

*Via Federal Express*

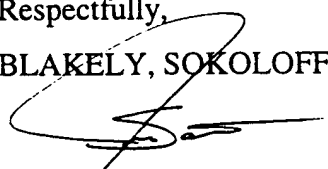
Re: U.S. Patent Application for:  
"REAL-TIME PRESCRIPTION TRANSACTION WITH-  
ADJUDICATION ACROSS A NETWORK"  
Inventor: Rohan Coelho  
Our Ref.: 42390.P11779

Dear Rohan:

Enclosed for your review is a draft of the above-referenced patent application, including the figures. Please review the enclosed application and contact me as soon as possible to discuss any comments or changes.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

  
Jim H. Salter  
jim\_salter@bstz.com

JHS/bs  
Enclosures

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Express

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8256 3746 7272

**From** Please print and press hard.  
**Date** 11/6/01 **Sender's FedEx Account Number** 1109-3568-4  
**Sender's Name** Jim Salter **Phone** (408) 720-8300

**Company** BLAKELY SOKOLOFF TAYLOR ZAFMAN

**Address** 1279 OAKMEAD PKWY

Dept./Floor/Suite/Room

**City** SUNNYVALE **State** CA **ZIP** 94085

**Your Internal Billing Reference** 42390P11779

**To**  
**Recipient's Name** Rohan Coelho **Phone** ( )

**Company**

**Address** 14949 NW West Union Road

To "HOLD" at FedEx location, print FedEx address.

We cannot deliver to P.O. boxes or P.O. ZIP codes.

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**City** Portland **State** OR **ZIP** 97229

See back for application instructions.

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and in our current Service Guide, including terms that limit our liability.

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**4a Express Package Service**

Packages up to 150 lbs.

☐ FedEx Priority Overnight Next business morning  
☒ FedEx Standard Overnight Next business afternoon  
☐ FedEx First Overnight Earliest next business morning delivery to select locations  
☐ FedEx 2Day\* Second business day  
☐ FedEx Express Saver\* Third business day  
\* FedEx Envelope/Letter Rate not available Minimum charge: One-pound rate

**4b Express Freight Service**

Packages over 150 lbs.

☐ FedEx 1Day Freight\* Next business day  
☐ FedEx 2Day Freight Second business day  
☐ FedEx 3Day Freight Third business day

\* Call for Confirmation:

\* Declared value limit \$500

**5 Packaging**

☒ FedEx Envelope/Letter\* ☐ FedEx Pak\* ☐ Other Pkg.  
Includes FedEx Box, FedEx Tube, and customer tag.

**6 Special Handling**

☐ SATURDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes  
☐ SUNDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight to select ZIP codes  
☐ HOLD Weekday at FedEx Location RESTRICTIONS Not available with FedEx First Overnight  
☐ HOLD Saturday at FedEx Location RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?

☒ No ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required  
One box must be checked.  
Dangerous Goods cannot be shipped in FedEx packaging.  
☐ Dry Ice Dry Ice, 9, UN 1845 x kg  
☐ Cargo Aircraft Only

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Page 1 of 2

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Tim Salter

Fax:  
(408) 720-9397

M/S:

From:  
Steven Skabrat

Fax:  
(503) 264-1729

M/S:  
JF3-147

Subject:  
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By



F. THOMAS DUNLAP JR.

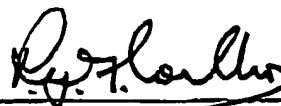
Vice President,

General Counsel and Secretary

EMPLOYEE

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Dated



02-16-89

ROHAN G. F. COELHO

(Please Print Name)

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February 21, 2002

Rohan Coelho  
14949 NW West Union Road  
Portland, OR 97229

**CONFIDENTIAL COMMUNICATION**  
**ATTORNEY/CLIENT PRIVILEGED**

*Via First Class Mail*

Re: U.S. Patent Application for:  
"REAL-TIME PRESCRIPTION TRANSACTION WITH  
ADJUDICATION ACROSS A NETWORK"

Inventor: Rohan Coelho  
Filed: January 4, 2002  
Serial No.: 10/039,210  
Our Ref.: 42390.P11779

Dear Mr. Coelho:

Pursuant to U.S. Patent and Trademark Office rules and to comply with your Intel Corporation Employment Agreement, please find enclosed the Declaration and Power of Attorney form and the Assignment form for the above-referenced patent application. Please sign the documents and return them to me as soon as possible in the prepaid Federal Express envelope provided for your convenience. I would appreciate receiving the executed documents by **March 15, 2002**.

I have also enclosed a copy of the filed application. Please note that this patent application is confidential.

If you have any questions, comments, or concerns, do not hesitate to contact me at (408) 720-8300.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

  
Jim H. Salter  
jim\_salter@bstz.com

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Rohan Coelho  
14949 NW West Union Road  
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**CONFIDENTIAL COMMUNICATION**  
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*Via First Class Mail*

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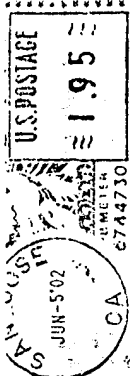
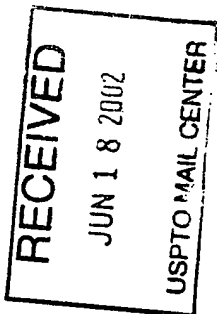
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